

Remarks/Arguments

Claims 1-16 are pending in this application. Of these, claims 1, 7 and 13 are independent claims.

In the Office Action, the Examiner has maintained her rejection of claims 1-16 under 35 USC 102(e) as anticipated by US 2002/0112078 A1 to Yach. The Applicant strenuously traverses these rejections on the basis that the Examiner has failed to dismiss her burden of establishing that all of the limitations of these claims are actually shown in Yach, as alleged.

Per MPEP 2131, a claim is anticipated only if each and every element as set forth in the claim is found in a single prior art reference. The identical invention must be shown in as complete detail as is contained in the ... claim. [emphasis added] *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913.

The Applicant submits that the Examiner has failed to show the claim limitations in as complete detail as is contained in the independent claims and, thus, has not established anticipation of any of the pending independent claims.

In respect of claim 1, the Examiner has failed to show at least three limitations of that claim. Firstly, the Examiner suggests, at page 4 of the Office Action, that the italicized portion of the claim limitation “receiving at said wireless device, a representation of a text file defining: ... *a format of network messages for exchange of data generated by said application*” is shown at paragraphs 0012, 0038-0039 and 0041. However, close scrutiny of the latter paragraphs reveals no evidence of any disclosure of the italicized limitation, either expressly or inherently described. All that is described in those paragraphs is translation of “legacy content information” (per para. 0012, line 8) into a “common run-time program” (para. 0012, line 9). There is no express or inherent

disclosure suggesting that a “format of network messages” (per the language of claim 1) is defined in the common run-time program, as would be necessary for the above-noted limitation to be disclosed (assuming *arguendo* that the “common run-time program” is in fact exemplary of the claim limitation “a representation of a text file”, as the Examiner appears to suggest). Indeed, the word “message” is wholly absent from those paragraphs. In fact, it is not found anywhere in Yach. Accordingly, it is unclear how Yach could possibly show defining a format of network messages in a representation of a text file, when clearly this is not even contemplated.

Secondly, the Examiner suggests at page 4 of the Office Action that the italicized portion of the claim limitation “receiving at said wireless device, a representation of a text file defining: ... *a format for storing data related to said application at said wireless device*” is shown in Yach Fig. 3, paragraph 0046, file storage. However, when the Examiner’s logic is closely examined, it can be seen that no such conclusion is actually supported. In particular, the term “file storage” relied upon by the Examiner merely refers to storage of VM programs (i.e. the common run-time programs or translated legacy content) at, or for use by, the client device. If a VM program is truly what the Examiner considers the claim language “representation of a text file” to read upon, then what is missing is any demonstration by the Examiner that the VM program defines “a format for storing data related to said application at said wireless device”. Indeed, the cited portions of Yach are silent as to what the VM program might or might not define. Accordingly, the claim limitation has not been shown to exist in as complete detail as is contained in the claim, as required.

Thirdly, as argued in the previous response dated March 18, 2008 (not April 7, 2008, as stated by the Examiner at the top of page 8 of the Office Action), the claim 1 limitation “receiving data from said application in accordance with said format of network messages” is also not disclosed by Yach. In particular, as stated the first complete paragraph at page 3 of the previous response, the purported disclosure of the claim 1 limitation “receiving data from said application in accordance with said format of network messages” at para. 0047 of Yach is suspect because para. 0047 appears to

describe operation that occurs exclusively at the “device side” of Yach, within the Virtual Machine and File Explorer 500 of Fig. 1 (see FIG. 3 and description thereof at para. 0024). As a result it is unclear how the “data” from the application could possibly be received “in accordance with said format of network messages” when none of the functionality in paragraph 0047 appears to involve a network. For reasons that are unclear to the Applicant, the Examiner did not respond to, or even acknowledge, this argument in the “Response to Arguments” section of the most recent Office Action. The Applicant accordingly reasserts the argument and submits that the above-noted limitation is yet another example of a limitation of claim 1 that has not been shown to exist in as complete detail as is contained in the claim.

The Examiner’s failure to respond to the Applicant’s earlier argument, as noted above, is further objected to as prejudicial to the Applicant’s rights, because such failure forces the Applicant to use its limited opportunities for response to reiterate its arguments. This unnecessarily prolongs the already protracted prosecution of the present application, which has now been ongoing for more than seven years.

In view of the foregoing, it is submitted that claim 1 has not been shown to be anticipated by Yach, as alleged. Accordingly, withdrawal of the rejection of claim 1 is requested. Withdrawal of the rejection of claim 13, which was rejected on the same grounds as claim 1, is also requested on the same grounds.

The Applicant also wishes to specifically contest the Examiner’s characterization, at page 8 of the Office Action, of the Applicant’s arguments from the previous response. The Examiner states at paragraph 2 of that page that “Thus, Applicant concludes that Yach fails ‘**receiving at said wireless device**’; ‘**a format of a user interface for the application at said wireless device**’”. This is inaccurate, as no such conclusion was in fact asserted in the previous response. Indeed, it is submitted that this misapprehension of the Applicant’s arguments is also prejudicial to the Applicant, since it appears to have contributed to the Examiner’s rationale for making the most recent Office Action a Final Action.

As to independent claim 7, the Examiner has also failed to show the limitations of that claim in as complete detail as is contained in the claim and, thus, has not established anticipation of that claim, contrary to MPEP 2131.

Firstly, the Examiner maintains her position, at page 6 of the Office Action, that the byte code generator of Yach discloses the “screen generation engine” limitation of claim 7. In response to the Applicant’s argument in the response dated March 18, 2008 (page 3, bottom to page 4, line 8), which the Applicant hereby reasserts, the Examiner states only that “Yach teaches browser application to be broken into much smaller sub-components (para. 0007 and 0002) [sic] is read on Applicant’s claimed limitation ‘screen generation engine...is stored...at the wireless mobile device’” (Office Action, page 9, top). However, the fact that Yach does or does not teach “browser application to be broken into much smaller sub-components” [sic] has no bearing upon the fact that Yach’s byte code generator, which purportedly discloses the limitation in question, is simply not at the client device and thus cannot be considered to disclose this claim element.

Moreover, there is absolutely no evidence in the cited portion of Yach to suggest that the term “smaller sub-components” encompasses a screen generation engine. With respect, it is not open to the Examiner to read the specific limitations of a rejected claim onto a generic term of a cited reference without a sound basis for doing so. Thus, it is submitted that the Examiner has failed to show the relevant claim limitation in as complete detail as is contained in claim 7.

Secondly, the Applicant challenges the Examiner’s conclusion, based on paragraphs 0038, 0047 and Fig. 3 of Yach, that Yach describes (an) object class(es) corresponding to each of: (1) actions to be taken by said wireless mobile device in response to interaction with said at least one screen; (2) a data table for storing data at said wireless mobile device; and (3) a network message to be received or transmitted by said wireless mobile device. As argued in the previous Office Action response dated March 18, 2008, at page 4, lines 8-14, the Applicant submits that mere translation into Java (e.g. as described in Yach 0038) does not necessarily connote the presence of such

constructs. This argument is reasserted because, again, for reasons that are unclear to the Applicant, the Examiner failed to respond to or even acknowledge this argument in the most recent Office Action. This failure is prejudicial to the Applicant's rights for the same reasons as are stated above. The above-noted limitation is accordingly yet another example of a limitation of claim 7 that has not been shown to exist in as complete detail as is contained in the claim.

In view of the above, it is submitted that claim 7 has not been shown to be anticipated by Yach, as alleged. Withdrawal of the rejection of claim 7 is therefore requested.

Given that the independent claims distinguish over the cited art, the remaining claims, which depend from the independent claims, also distinguish over the art of record. Nevertheless, the Applicant offers the following specific comments regarding the Examiner's rejection of certain ones of the dependent claims, which the Applicant believes are unsupported for other reasons.

Claim 2 introduces the limitation of "wherein said text file is received at said device and wherein said text file is an XML file". Claim 2 was rejected based on Yach paragraph 0039. However, that paragraph of Yach merely describes an exemplary content translator 230. The content translator 230 is of course part of the translation component 200 that is separate from the client device (per Yach 0027 and Fig. 1). Moreover, in view of the statement in Yach para. 0012 that "existing HTML, HDML, XML and WML content" [emphasis added] is converted into programs for the viewer by using that translation component, it may be concluded that no XML content actually reaches the client device. If no XML reaches the client device, it follows that the above-stated limitation of claim 2 cannot be disclosed by Yach. Accordingly, the rejection of claim 2 is expressly traversed.

Claim 6 introduces the limitation of "wherein said format of network messages comprises XML definitions for said network messages, and wherein data for said

application are dispatched from said wireless device using said XML definitions”. Claim 6 was rejected based on Yach paragraphs 0008 and 0038. However, those paragraphs of Yach merely describe the possibility that the legacy content may be in XML (see Yach, para. 0008, lines 12-16). Of course, it is the VM program (VM language), not the legacy XML content, which is communicated to the client device (see Yach 0005). Accordingly, no XML content, whether definitions of network messages or otherwise, can be said to form part of a text file at Yach’s client device based on the cited paragraphs. It follows that no data can be dispatched from Yach’s client device “using said XML definitions”, since those definitions are absent. Therefore, because each and every limitation of claim 6 is not found in Yach, the rejection of this claim is also expressly traversed.

Claim 10 introduces the limitation of “wherein said parser [which comprises the virtual machine software stored in memory at the wireless mobile device] is an XML parser”. Claim 10 was rejected based on Yach paragraph 0039. However, as stated above in respect of claim 2, that paragraph of Yach merely describes an exemplary content translator 230, which is part of the translation component 200 that is separate from the client device (per Yach 0027 and Fig. 1). Moreover, there is no reason for any parser at the client device of Yach (to the extent that any such parser is disclosed, which is not admitted) to be capable of parsing XML, because any conversion from XML to the VM language will already have occurred at the translation component 200 that is separate from the client device (see Yach 0005, 0008 and Fig. 1). Put another way, if no XML content reaches the client device of Yach, then there is no need for an XML parser at the Yach device. The Examiner’s conclusion that Yach shows an XML parser at the client device is therefore illogical. Accordingly, the rejection of this claim is also expressly traversed.

Based on the foregoing, it is believed that the present application is in allowable form. Early favorable reconsideration of the application is therefore earnestly solicited.

The Applicant once again asks the Examiner to refer the **new attorney docket number, 93422-45**, in all future correspondence, to expedite handling. This request has

been made in each of the past several responses submitted by the Applicant, but has not been granted or even acknowledged. If there is some deficiency in the form of the Applicant's request that has resulted in this outcome, please advise.

If any issues arise, or if the Examiner has any suggestions for expediting allowance of this application, the Applicant respectfully invites the Examiner to contact the undersigned at the telephone number indicated below.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Peter Elyjiw', written over a horizontal line.

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